

2-0235

THIS IS NOT  
A PAGE

AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES  
OF  
GLOUCESTER COUNTY COLLEGE  
AND  
THE DIRECTORS GROUP  
WHICH IS AFFILIATED WITH  
I.U.E., AFL-CIO, DISTRICT 3  
1978-1979                      1979-1980

12/6/78 - C/ 130

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JAN 17 1979

RUTGERS UNIVERSITY

## TABLE OF CONTENTS

AGREEMENT	-	.....	1
ARTICLE I	-	General Conditions.....	1
		1.1 Board Recognition.....	1
		1.2 Contrary to Law.....	1
		1.3 Effect by Passage of Law.....	2
		1.4 Amendment.....	2
		1.5 Released Time for Negotiations.....	2
		1.6 Budget Information.....	2
		1.7 Selection of Negotiators.....	2
		1.8 Copies of Agreement.....	3
		1.9 Continuing Consultation.....	3
ARTICLE II	-	Rights of Parties.....	4
		2.1 Right to Organize.....	4
		2.2 Right to Negotiate.....	4
		2.3 Union Business.....	4
		2.4 Use of Facilities and Equipment.....	4
ARTICLE III	-	Directors' Assignments and Responsibilities..	6
		3.1 Holidays.....	6
		3.2 Directors' Working Hours.....	6
		3.3 Authorized Off-Campus Assignments.....	6
		3.4 Attendance at College Functions.....	7
		3.5 College Handbooks.....	7
ARTICLE IV	-	Personnel Files.....	8
		4.1 .....	8
ARTICLE V	-	Contracts, Dismissals and Vacancies.....	10
		5.1 .....	10
		5.2 Recommendations for Promotion.....	10

# TABLE OF CONTENTS (continued)

ARTICLE VI	- Group Health Insurance.....	11
	6.1 Medical Insurance.....	11
	6.2 Prescription Plan.....	11
	6.3 Insurance Carriers.....	11
ARTICLE VII	- Directors' Salaries and Deductions.....	12
	7.1 Salary.....	12
	7.2 Requests for Deductions.....	12
ARTICLE VIII	- Paid Leaves of Absence.....	13
	8.1 Sick Leave.....	13
	8.2 Bereavement.....	13
	8.3 Personal Leave.....	13
	8.4 Sabbatical Leaves.....	13
ARTICLE IX	- Unpaid Leaves of Absence.....	15
	9.1 Applications for Unpaid Leave.....	15
	9.2 Maternity Leave.....	15
	9.3 Leave for Personal Reasons.....	16
	9.4 Leave for Professional Services.....	16
	9.5 Leave for Advanced Study.....	16
	9.6 Leave for Fulbright or Exchange Program.	16
	9.7 Unpaid Leave Benefits.....	16
ARTICLE X	- Directors' Privileges.....	17
	10.1 Tuition Waiver.....	17
	10.2 Early Childhood Education Center.....	17
	10.3 Tuition Reimbursement.....	17
	10.4 Parking.....	17
ARTICLE XI	- Vacation for Directors.....	18
	11.1 Vacation.....	18
	11.2 Vacation Schedule.....	18

TABLE OF CONTENTS (continued)

	11.3 Termination Pay.....	18
ARTICLE XII	- Grievance Procedure.....	19
	12.1.....	19
ARTICLE XIII	- Duration of Agreement.....	24
	13.1.....	24



## AGREEMENT

Between the Board of Trustees of Gloucester County College,  
operating under the provision of Public Laws of 1968, Chapter 303  
and including Chapter 123 Public Laws 1974 of the State of New  
Jersey

and

The Directors Group which is affiliated with I.U.E.,  
AFL-CIO, District 3.

This Agreement entered into this sixth day of December,  
1978, by and between the Board of Trustees of Gloucester County  
College, hereinafter called the Board, and the Directors Group,  
which is affiliated with IUE, AFL-CIO, District 3, hereinafter  
called the Directors Group, represents a complete agreement  
between the parties, and provides that:

### 1.1 Board Recognition

The Board hereby recognizes the IUE, AFL-CIO, District 3  
as the sole and exclusive negotiation representative for all  
Gloucester County College Directors, excluding the Director of  
Information Services; Director, Budgeting/Clerical Services and  
all other personnel not specified as Directors. The term  
"Director", when used here and after in this Agreement, shall  
refer to all members of the designated bargaining unit and ref-  
erence shall include both male and female.

### 1.2 Contrary to Law

If any provision of this Agreement or any application of  
the Agreement to any employee or group of employees shall be  
found contrary to law, then such provision or application shall  
be void, but all other provisions or applications of this Agree-

	ment shall continue in full force and effect.	1
1.3	<u>Effect by Passage of Law</u>	2
	Any provision of this contract which is contrary to	3
	law, but becomes lawful during the life of this contract,	4
	shall take immediate effect upon the enactment of such	5
	legislation.	6
1.4	<u>Amendment</u>	7
	Should the parties agree to an amendment of this Agree-	8
	ment, such amendment shall be reduced to writing, submitted	9
	to ratification procedures of the Board and the Directors	10
	Group, and if ratified, become part of the Agreement.	11
1.5	<u>Released Time for Negotiations</u>	12
	When mutually determined negotiating meetings are	13
	planned during the working day, two members of the Bar-	14
	gaining Unit may be granted released time.	15
1.6	<u>Budget Information</u>	16
	In order for the Directors Group to represent members,	17
	the Board will make available to the Directors Group upon	18
	written request:	19
	(a) The number of members within the unit and their	20
	respective titles and salaries	21
	(b) Other reports within the public domain	22
1.7	<u>Selection of Negotiators</u>	23
	Neither party in any negotiations shall have any con-	24
	trol over the selection of the negotiating representatives	25
	of the other party. Negotiating teams at any one bargaining	26
	session are not to exceed four members. The parties mutu-	27
	ally pledge that their representatives shall be clothed	28
	with all necessary power and authority to make and consider	29

proposals and make counter proposals. Either party may  
bring in not more than two consultants for a particular  
item of discussion.

1.8 Copies of Agreement

Copies of this Agreement shall be reproduced by the  
Board and distributed to all members of the Directors Group  
now employed or hereafter employed by the Board for the  
duration of this Agreement. The Board will supply ten  
copies to the Directors Group. Bonafide candidates for  
employment shall be given a copy of the Agreement when the  
individual is given a Notice of Appointment.

1.9 Continuing Consultation

The Directors Group will meet with the President and  
appropriate administrators, once a year, to discuss adminis-  
tration of this Agreement and/or concerns of mutual interest.



ARTICLE II  
RIGHTS OF PARTIES

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of members under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Directors Group.

2.2 Right to Negotiate

Members as described in Article I have the right freely to organize, join and support the Directors Group for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection.

2.3 Union Business

Duly authorized representatives of the Directors Group shall be permitted to transact official Union business and conduct meetings on college property at reasonable times; where such business does not interfere with the operation of the college or with the performance of the members' duties. No charge shall be made for the Union's use of college facilities.

2.4 Use of Facilities and Equipment

The Directors Group may use college facilities and equipment, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines and AV

equipment, at the convenience of the President or his 1  
designees. No equipment shall be removed from the premises 2  
without written permission. Payment shall be made for any 3  
expendable supplies used for Directors Group purposes, and 4  
the Directors Group shall be liable for damage to any equip- 5  
ment used for said purposes. A request of the Directors 6  
Group shall not be unreasonably denied. 7

## ARTICLE III

### DIRECTORS' ASSIGNMENTS AND RESPONSIBILITIES

#### 3.1 Holidays

Holidays for the period of the agreement shall be determined by action of the Board as noted on the Board's adopted yearly calendar.

#### 3.2 Directors' Working Hours

(a) The usual work week for Directors shall be 40 hours over a five consecutive day period, including a one-hour lunch period daily.

(b) It is recognized that Director Group members are required to perform services that may be beyond that which would normally be accomplished within the usual work week. In such situations, compensatory time shall be granted. In all cases, compensatory time must be used within the same fiscal year.

#### 3.3 Authorized Off-Campus Assignments

If a Director is required or receives approval to make a trip on College business, he or she shall be reimbursed for the most convenient and economical mode of transportation or the specified auto mileage reimbursement. If the College requests that the member use his/her own transportation, he or she shall be reimbursed at the rate of fifteen cents per mile. The College shall provide liability insurance of at least \$300,000 whenever the member is required to drive on such College business.

3.4	<u>Attendance at College Functions</u>	1
	Attendance by members at commencement is mandatory,	2
	and attendance at a reasonable number of other College	3
	functions is encouraged. The College will furnish academic	4
	attire when needed, at no cost to the member.	5
3.5	<u>College Handbooks</u>	6
	The College Handbooks will not conflict with the terms	7
	and conditions specified in this Agreement and nothing	8
	herein precludes a member from submitting suggestions.	9

ARTICLE IV  
PERSONNEL FILES

- 4.1 (a) The College shall maintain a personnel file on each employee which shall include, but not be limited to, the following:
- (1) Personnel information
  - (2) Information relating to the employee's accomplishments submitted by the employee or placed in the file at his request
  - (3) Records generated by the College
  - (4) Job description
  - (5) Information of a positive nature indicating special achievements, research, performance and contributions.
- (b) The employee may, upon request, examine the individual personnel file referred to in 4.1 (a) and photocopy material therein, within five (5) working days of the initial request, at a time mutually convenient to the administrator in charge and the unit member.
- (c) All material requested by the College or supplied by the employee in connection with the employee's original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the employee.
- (d) The administrator in charge will be responsible for the safekeeping of the personnel files.

(e) Unit members shall be shown material to be placed in 1  
their file and shall acknowledge by signature having seen 2  
same. Such acknowledgement shall not necessarily indicate 3  
agreement with the material. Unit members shall have the 4  
right to respond to any material placed in the file. 5  
Material not so treated shall be removed from the file 6  
at the unit member's request, or it shall have no force or 7  
effect. 8

(f) Material not in the file may not be used against the 9  
employee. 10

(g) Personnel files will be available to the appropriate 11  
administrative personnel and Board members when matters of 12  
promotion, retention and performance are under discussion. 13

ARTICLE V  
CONTRACTS, DISMISSALS AND VACANCIES

5.1 (a) Annual contracts stipulating salary shall be issued 1  
by March 15. Said contracts are to be signed and returned 2  
to the Board of Trustees no later than March 30. 3

(b) When the Board of Trustees does not intend to re- 4  
appoint a member, notice of non-reappointment shall be 5  
given in writing not later than February 10 of the current 6  
year of employment. 7

(c) Members will be advised of newly created adminis- 8  
trative, supervisory and full-time faculty positions before 9  
public announcement is made. A similar procedure will be 10  
followed at the time of an official resignation or termina- 11  
tion of employment in all administrative and supervisory 12  
positions. 13

(d) Lack of appointment to a nontenured position by the 14  
Board shall only be for just cause. If the cause is ques- 15  
tioned, the matter shall be processed through the grievance 16  
procedure except that the Board of Trustees shall act as 17  
the Arbitrator in the final and binding step. 18

5.2 Recommendations for Promotion 19

Nothing herein precludes request(s) of a Director 20  
who has academic rank from applying through his/her im- 21  
mediate supervisor for promotion in academic rank. It is 22  
understood that such determination rests solely with the 23  
Board. 24

ARTICLE VI  
GROUP HEALTH INSURANCE

- 6.1 Medical Insurance 1
- The Board of Trustees shall provide for each member 2  
full family coverage under Hospital Service Plan of New 3  
Jersey (Blue Cross, UCR Blue Shield, Rider "J" and 4  
Major Medical). 5
- 6.2 Prescription Plan 6
- Each member shall continue to receive Board initiated 7  
and funded Blue Cross of New Jersey Prescription Plan 8  
(\$1.00 Co-Pay). 9
- 6.3 Insurance Carriers 10
- The Board and Directors Group agree to negotiate on 11  
the merits of any proposed change in insurance carriers 12  
based on the benefits of the proposed plan(s), but not to 13  
include compensation for a less expensive plan(s). Such 14  
negotiation shall be prior to any effective change to a 15  
different plan(s). 16



ARTICLE VII  
DIRECTORS' SALARIES AND DEDUCTIONS

7.1 Salary

The salary of members shall be paid bi-weekly for a period of twelve months.

7.2 Requests for Deductions

Members may, by executing the proper form as provided by the Board, have automatic self payroll deductions for any of the following purposes:

- (a) Professional dues
- (b) Government bonds
- (c) Credit Union
- (d) TIAA and CREF retirement programs
- (e) Any professional insurance programs
- (f) Such other as shall be mutually agreed upon by the Directors Group and the Board

## ARTICLE VIII

### PAID LEAVES OF ABSENCE

#### 8.1 Sick Leave

Members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of twelve days in any fiscal year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

#### 8.2 Bereavement

(a) A paid bereavement leave of three days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, step-children and grandchildren. Additional leave may be granted at the discretion of the President.

(b) In the event of the death of a member of his or her family other than those previously listed, a member shall be entitled to one full day to attend the funeral.

#### 8.3 Personal Leave

Leave may be granted by the college for matters which cannot be cared for in free time.

#### 8.4 Sabbatical Leaves

Sabbatical leaves shall be granted by the Board, subject to the following conditions:

(a) A member will be eligible for sabbatical after

completion of seven years continuous service at the college; 1  
or after seven years since his or her last sabbatical leave 2  
at the college. 3

(b) Such leave must be applied for during the first 4  
semester of the preceding year, with the specific study or 5  
research purpose clearly stated in the application. 6

(c) Application shall be submitted to the President. 7

(d) After careful consideration of all applications, 8  
the President shall make his recommendation to the Board. 9  
Final decision on granting sabbatical leaves shall rest with 10  
the Board. 11

(e) Sabbatical leave may be for one or two semesters 12  
at half pay. 13

(f) Sabbatical leaves are not subject to the grievance 14  
procedure of this Agreement. 15

ARTICLE IX  
UNPAID LEAVES OF ABSENCE

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than maternity, must be made in writing no less than one semester prior to the effective date of such leave; notice to return must be made in writing no less than one semester prior to the date of return.

9.2 Maternity Leave

A member observing the following procedure shall be granted maternity leave without pay:

(a) Advise the college in writing within thirty (30) calendar days of confirmation of her pregnancy by her attending physician.

(b) Supply the administration with a statement in writing, by her attending physician, attesting to her ability to perform her duties satisfactorily.

(c) Advise the administration of the effective date of the leave at least ninety (90) days prior thereto, and the expected date of return.

(d) At least sixty (60) days prior to the expected date of return, confirm to the Board that she will return on that date, or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition. Such an application shall be accompanied by certification of such condition and need by her attending physician.

(e)	Supply to the administration prior to return to	1
	duty, a statement in writing by her attending physician	2
	attesting to her ability to resume her duties satisfactorily.	3
(f)	It is recognized that unforeseen physical or	4
	emotional circumstances certified by the attending physician	5
	may necessitate changing of one or more of the above dates.	6
(g)	Reappointment of a member shall not be denied on	7
	the basis of pregnancy per se, nor does pregnancy presume	8
	the necessity of non-tenured reappointment.	9
9.3	<u>Leave for Personal Reasons</u>	10
	A leave for personal reasons may be granted by the Board	11
	to a member upon mutual consent up to one year.	12
9.4	<u>Leave for Professional Services</u>	13
	Leave to serve with IUE, its affiliates or an academic	14
	professional organization shall be granted for one year.	15
9.5	<u>Leave for Advanced Study</u>	16
	Leave for advanced study in the member's field will be	17
	granted for one year.	18
9.6	<u>Leave for Fulbright or Exchange Program</u>	19
	Leave for one year will be granted to any member upon	20
	application for the purpose of participating in a Fulbright	21
	or other educational exchange program.	22
9.7	<u>Unpaid Leave Benefits</u>	23
	If legal and subject to the benefit plan, the Board	24
	shall permit members on unpaid leaves of absence to con-	25
	tinue any and all benefits at their own expense.	26

## ARTICLE X

### DIRECTORS' PRIVILEGES

#### 10.1 Tuition Waiver

Subject to meeting entrance requirements, each member, his/her spouse (and dependent children through twenty-two (22) years of age) will be granted waiver of tuition and activity fee to credit and non-credit courses at the college. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

#### 10.2 Early Childhood Education Center

Members will be granted the privilege to use the facilities of the Early Childhood Education Center for so long as it continues to exist and in conformity with the rates and rules of such facility.

#### 10.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to members for graduate study. Payment shall be made subject to the following conditions:

(a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the President or his designee.

(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$325 per fiscal year 1978-79 and a maximum of \$350 per fiscal year 1979-80.

#### 10.4 Parking

A reserved parking area for members shall be provided.

ARTICLE XI  
VACATION FOR DIRECTORS

11.1 Vacation

Each member shall have a vacation of twenty working days during each fiscal year of employment. A total of ten vacation days may be carried into the subsequent fiscal year. Vacation time may be carried into the subsequent fiscal year except that no more than ten days may be carried beyond September 15th of such subsequent fiscal year.

11.2 Vacation Schedule

A member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the college.

11.3 Termination Pay

If at the time of termination of employment a Director has accumulated vacation time, he/she shall be compensated for it up to  $\frac{30 \text{ days}}{260 \text{ days}}$  x base salary  
(5 x 52)

## ARTICLE XII

### GRIEVANCE PROCEDURE

12.1 A grievance is a claim or complaint by a unit member, group  
of unit members or the Directors Group hereinafter referred  
to as a Grievant, based upon an event which affects a  
condition of employment, discipline or discharge, and/or  
alleged violation of which constitutes a misrepresentation  
or misapplication of any provision of this Agreement or  
any existing rule, order or regulation of the Board of  
Trustees. In the event that a unit member or group of  
unit members or the Directors Group believes there is a  
basis for a grievance, it shall:

(a) Informally discuss the grievance with the appropriate administrator.

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the President of the college or a representative designated by him.

(c) Within one week of date of filing, the President or his designee shall meet with the Grievant or his representative in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance in writing within one week of said meeting.

(d) If the Grievant is not satisfied with the dis-



position of the grievance by the President or his designee  
or if no disposition has been made within the time limits  
in paragraph (c), the grievance shall be transmitted to  
the Board of Trustees by the Grievant by filing a written  
copy thereof with the Secretary of said Board. The Board  
shall, within five calendar weeks of the date of filing,  
either allow the grievance or hold a hearing on the  
grievance. No later than one calendar week thereafter,  
the Board of Trustees shall indicate its disposition of  
the grievance, in writing, to the Directors Group.

(e) If the Union is not satisfied with the disposition  
of the grievance by the Board of Trustees, or if no disposition  
has been made within the period provided in paragraph  
(d), the grievance may be submitted to arbitration before  
an impartial arbitrator, he shall be selected pursuant to  
the rules and procedure of the American Arbitration Association,  
whose rules shall likewise govern the arbitration  
proceeding. Neither the Board nor the Union shall be permitted  
to assert in such arbitration proceeding any ground  
or to rely on any evidence not previously disclosed to the  
other party. The arbitrator shall have no power to alter,  
add to or subtract from the terms of the Agreement. Both  
parties agree to be bound by the decision of the arbitrator.

(f) Subject to (g) infra, the fees and expenses of  
the arbitrator shall be shared equally by the parties.

(g) No reprisals of any kind shall be taken against  
any unit member for participating in any grievance. If

any unit member for whom a grievance is filed, processed  
or sustained shall be found to have been unjustly dis-  
charged, he or she shall be restored to his or her former  
position with full reimbursement of all professional com-  
pensation lost, and in addition the Board shall pay the  
entire cost of fees and expenses of the arbitrator. How-  
ever, if the discharge is found to have been justified,  
the Directors Group shall pay the entire cost of fees and  
expenses of the arbitrator.

(h) The number of days indicated at each level should  
be considered as maximum and every effort should be made to  
expedite the process. However, the time limits may be ex-  
tended by mutual consent.

(i) All documents, communications and records dealing  
with grievances shall be filed separately from the person-  
nel file of the participants.

(j) It is agreed that each party shall furnish the  
other with any information in its possession necessary for  
the processing of any grievance or complaint.

(k) If a unit member or a supervisor has a matter  
which he/she wishes to discuss with the other, he/she is  
free to do so without recourse to the grievance procedure.

(l) No grievance shall be adjusted without prior  
notification to the Directors Group and an opportunity for  
a Directors Group representative to be present, nor shall  
any adjustment of a grievance be inconsistent with the  
terms of this Agreement.

(m) A grievance may be withdrawn at any level.

Formal Grievance Procedure Form

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

DATE OF GRIEVANCE \_\_\_\_\_

DATE OF FILING \_\_\_\_\_

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE \_\_\_\_\_

DATE RECEIVED BY PRESIDENT \_\_\_\_\_

DATE OF MEETING WITH GRIEVANT \_\_\_\_\_

DISPOSITION:

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES \_\_\_\_\_

DATE GRIEVANCE ALLOWED \_\_\_\_\_

DATE OF HEARING \_\_\_\_\_

DISPOSITION:

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ARTICLE XIII

DURATION OF AGREEMENT


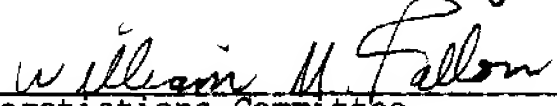
13.1	This Agreement incorporates the entire understanding	1
	of the parties on all matters which were or could have been	2
	the subject of negotiation and supersedes each and every	3
	provision of all prior contracts between the parties.	4
	Except as specified, neither party shall be required to	5
	negotiate with respect to any such matter whether or not	6
	covered by this Agreement and whether or not within the	7
	knowledge or contemplation of either or both of the parties	8
	at the time they negotiated or executed this Agreement.	9

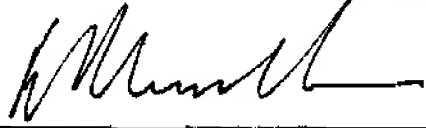
This Agreement shall be effective December 6, 1978, through June 30, 1980, except that:


(a) Salary for the 1978-79 fiscal year shall be retro-active to July 1, 1978, as reflected in Appendix A.

(b) Salary for 1979-80 shall be negotiated commencing in April, 1979.

by  by   
Chairperson, Board of Trustees Chairperson, Directors Group

by  by   
Secretary, Board of Trustees Negotiations Committee

by  by \_\_\_\_\_  
Chairperson, Personnel Comm.

by  by \_\_\_\_\_  
Member, Personnel Comm.

by \_\_\_\_\_ by \_\_\_\_\_  
Member, Personnel Comm.

Dated 12/6/78

APPENDIX A  
GLOUCESTER COUNTY COLLEGE  
SALARY SCHEDULE  
1978--1979  
DIRECTORS' GROUP  
TWELVE MONTH EMPLOYEES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
LEVEL I	\$15,000	\$22,250
LEVEL II	13,000	20,700

- NOTES: (1) Level I positions for 1978-80 are:
- Director, Admissions/Financial Aid
  - Director, Counseling/EOF/Veterans' Affairs
  - Director, Library/Media Services
  - Director, Registration/College Activities
- (2) Level II positions for 1978-80 are:
- Director, College Development
  - Director, Cooperative Education

THIS DOES NOT  
CIRCULATE

LIBRARY  
Institute of Management and  
Labor Relations

27 1979

RUTGERS UNIVERSITY

MODIFICATION ADDENDUM TO

1978-79

1979-1980

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF

GLOUCESTER COUNTY COLLEGE

AND

THE DIRECTORS GROUP

WHICH IS AFFILIATED WITH

I.U.E., AFL-CIO, DISTRICT 3





APPENDIX A  
GLOUCESTER COUNTY COLLEGE  
Salary Schedule  
1979 - 1980  
DIRECTORS GROUP  
TWELVE MONTH EMPLOYEES

	<u>MINIMUM</u>	<u>MAXIMUM</u>
LEVEL I	\$16,250	\$23,500
LEVEL II	14,250	21,950

NOTES:

1. LEVEL I POSITIONS:

Director, Admissions/Financial Aid  
Director, Counseling/EOF/Veterans  
Director, Library/Media Services  
Director, Registration/College Activities

2. LEVEL II POSITION:

Director, Cooperative Education



This agreement shall be effective July 1, 1979 through June 30, 1980.

by [Signature]  
Chairperson, Board of Trustees

by Lundall E. Bailey  
Chairperson, Directors Unit

by \_\_\_\_\_  
Secretary, Board of Trustees

by Leon D. Hughes  
Negotiations Committee

by [Signature]  
Chairperson, Personnel Committee

by \_\_\_\_\_

by Virginia W. Scott  
Member, Personnel Committee

by \_\_\_\_\_

by John C. Haller Jr.  
Member, Personnel Committee

by \_\_\_\_\_

11/7/79  
Date

